

Tipton CSD/EA

2006-2007  
CEO: 572-  
SECTOR: 2

IN THE MATTER OF ARBITRATION )  
 )  
BETWEEN )  
 )  
TIPTON COMMUNITY SCHOOL DISTRICT )  
 )  
AND )  
 )  
TIPTON EDUCATION ASSOCIATION )

REPORT OF ARBITRATOR

May 15, 2007

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PUBLIC EMPLOYMENT  
RELATIONS BOARD

I. APPEARANCES

For the District:

Lars Anderson, Attorney at Law and Spokesperson

Dick Grimoskas, Superintendent and Spokesperson

Jim Becker, Board Secretary and Business Manager

Ed Pelzer, District Board President

For the Association:

David Ulrick, UniServ Director and Spokesperson

Mike Droll, Chief Negotiator

Dave Larson, Negotiating Team Member

Jenny King, Negotiating Team Member

John Courter, Negotiating Team Member

Katie Rezac, Negotiating Team Member

## II BACKGROUND

The undersigned was selected by mutual agreement of the parties to conduct an impasse arbitration hearing under the statutory impasse procedures of the Iowa Public Employment Relations Act, Sections 20.19 and 20.22. The hearing was held Thursday, May 3, 2007 at the Tipton High School Library, Tipton, Iowa. The hearing was formally opened at 3:30 p.m. and closed at 5:15 p.m. after both parties' presentation of evidence and oral argument. The parties agreed that this report should be completed and mailed within fifteen days of the close of the hearing (postmarked no later than Friday, May 18, 2007).

Tipton Community School District (hereafter also referred to as "District" or "Employer") is located in east-central Iowa in Cedar County, the town of Tipton being the "county seat." The District has a certified enrollment of 826.7 students. (Assoc. Ex. #1). The Tipton Education Association (hereafter also referred to as "Association" or "Union") represents the certified staff.

There are two impasse subject categories presented to the arbitrator, the salary schedule (with four (4) sub-issues) and family leave, and the arbitrator is restricted to selecting from the parties' final offers by subject category. Tipton's salary schedule is not indexed, so in addition to the "typical" BA base salary increase issue there is an issue involving the increase in the increments across the lanes and an issue involving the increase in the increments down the steps. As a fourth salary schedule issue, the Association is proposing that the Phase II amounts be part of the salary schedule in the Master contract rather than listing the Phase II funds as a separate schedule. This will be referred to as "integrating" Phase II funds. Regarding family leave, the Association is

proposing to increase the current three (3) days to five (5) days and to expand the definition of "family." The District's proposal is for no changes to the current family leave language.

Section 22, Paragraph 9 of the Iowa Public Employment Relations Act directs that the arbitrator shall consider, in addition to any other relevant factors, the following:

1. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.
2. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
3. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.
4. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

The undersigned arbitrator has taken into consideration the above criteria in arriving at this award.

### III. ANALYSIS AND OPINION OF ARBITRATOR

The parties agree on the costing of their proposals. The District's offer would result in a total package cost increase of \$152,720, an increase of 4.7%. The Association's offer would result in a total package cost increase of \$192,377, an increase of 5.9%. (Jt. Ex. #1, Assoc. Ex. #5 and #6, Dist. Ex. #2 and #4). The District's ability to fund either proposal is not an issue. (Assoc. Ex. #14 and District Exs. #6 through #13).

The District is proposing to keep Phase II funds on a separate schedule, as per the past ten (10) years, which currently results in \$614 added to the generator base and \$20

added to both the increments across the lanes and down the steps. The District is proposing to increase the current generator base \$530 to \$26,315 and to increase the increment across the lanes \$30 (to \$755) and to increase the increment down the steps \$44 (to \$749). (Jt. Ex. #1).

The Association is proposing to integrate the Phase II funds into the Master schedule so that the generator base would become \$26,899, a \$500 increase over the current BA base when you consider the current Phase II schedule as being integrated into the Master contract. The Association is proposing to increase the increment across the lanes \$95 (to \$820) and to increase the increment down the steps \$75 (to \$780). (Jt. Ex. #1). In a nutshell, the Association is proposing a smaller BA base increase and larger lane and step increases, along with integrating the Phase II funds into the Master schedule.

Both parties' proposed increases to the BA base and across the lanes and down the steps would appear reasonable in light of their past bargaining history. (Assoc. Ex. #2(a) and #13). Both parties used their athletic conference as a comparability group to support their offers. The arbitrator has studied the parties' comparability exhibits and neither party's proposed increases can be considered unreasonable. Comparability is more difficult because Tipton's salary schedule is not "indexed." The maximum steps in the BA lane, MA lane and highest MA lane appear to compare strong, but Tipton also has more steps in these lanes, meaning it takes longer to get to the top steps. (Assoc. Ex. #2(b) and #2(c)).

The parties disagreed regarding what consideration the arbitrator should place on "new money" coming to the District. Due to an enrollment increase, the District will be receiving a 6.55% increase in regular program money ("new money"), and the

Association argues that their proposal is more reasonable when compared to the settlements of districts with similar new money increases, both statewide and within the athletic conference. (Assoc. Exs. #7 through #13). The District argues that settlements at Tipton have never been determined solely by the “new money” and that the arbitrator should not use this as the sole focus for determining which offer is more reasonable. The District argues that its offer is more reasonable when one looks at past settlement history at Tipton, settlements in the athletic conference as reported to date, and settlements at the nine (9) larger and ten (10) smaller schools (by enrollment, statewide). (Dist. Exs. #18 through #25).

The arbitrator has studied the above-referenced exhibits at length and cannot use the information presented to determine that either party’s final offer is unreasonable. District Exhibit #23 presents athletic conference settlements to-date as seven (7) of nine (9) reporting settlements with a total package percentage increase ranging from 3.5% to 6.0%, for an average total package percentage increase of 4.67%. Association Exhibit #12 presents five athletic conference settlements<sup>1</sup> reporting almost identical total package percentage increases as the District’s exhibit with the exception of Clear Creek-Amana. The Association presents Clear Creek-Amana as a total package percentage increase of 9.6% whereas the District presents Clear Creek-Amana as a total package percentage increase of 4.7%. This discrepancy was discussed at the hearing without resolution. The District’s exhibit reports the athletic conference settlements as an average total package percentage increase of 4.67% whereas the Association’s exhibit reports the athletic conference settlements as an average total package percentage increase of 6.00%. It was briefly mentioned at the hearing, without explanation, that Tipton is not experiencing

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<sup>1</sup> Does not include Mid Prairie at 3.5% nor West Branch at 4.0%.

health care insurance increases which causes its total package increase to appear lower than otherwise might be expected. When you look at salary increased costs, rather than total package, the statewide reported salary settlements to-date is an average salary increase of 4.66% whereas the District's offer will increase salaries at Tipton by 5.2% and the Association's offer will increase salaries at Tipton by 6.4%. (Dist. Ex. #23).

The Association's proposal to integrate the Phase II funds into the Master schedule has little comparability support in the athletic conference schools. Four (4) schools have done this and six (6) have not. (Assoc. Ex. #2(d) and Dist. Ex. #15). Also, this would constitute a fundamental change to the parties' longstanding past practice of handling Phase II funds. Such a significant structural change to the parties' Master schedule should not be awarded unilaterally by a neutral without a strong showing of compelling need and that past attempts to address this need through collective bargaining have failed. This record does not support awarding the Association's proposal to integrate Phase II funds into the Master schedule.

For the reasons discussed, the arbitrator finds that the District's wage proposal is the more reasonable final offer. As for family leave, the Association argues that athletic conference comparability supports its proposal. (Assoc. Ex. #16, #17 and #18). The current language was negotiated four years ago and this is the first time that changes have been proposed. There needs to be a greater showing of why and how the current language is failing the parties to justify a neutral's unilaterally awarding such a change during first negotiations. Once it is demonstrated that the District is unreasonably refusing to agree to changes that would address a flaw in the current language, a

subsequent neutral may be justified in awarding the proposed changes. Such an award is simply premature for this neutral at this time.

#### IV. SUMMARY

The arbitrator is restricted to picking the final offer that is more reasonable by subject category. In light of the evidence submitted, the arbitrator concludes that the District's salary schedule offer is the more reasonable final offer on wages and that the District's family leave offer (status quo) is the more reasonable final offer on family leave.

Dated this 15<sup>th</sup> day of May,  
2007, Sycamore, Illinois.

Respectfully submitted,



Curtiss K. Behrens  
Arbitrator

#### CERTIFICATE OF SERVICE

I certify that on the 15<sup>th</sup> day of May, 2007, I served the foregoing Report of Arbitrator upon each of the parties to this matter by mailing a copy to them at their respective addresses as shown below:

Mr. Dave Ulrick  
UniServ Director  
240 Classic Car Ct. S.W., Suite B  
Cedar Rapids, Iowa 52772

Mr. Lars Anderson  
Attorney at Law  
P.O. Box 2820  
Iowa City, Iowa 52244

I further certify that on the 15<sup>th</sup> day of May, 2007, I submitted this Report of Arbitrator for filing by mailing it to the Iowa Public Employment Relations Board, 510 East 12<sup>th</sup> Street, Suite 1B, Des Moines, Iowa 50319.